IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

ARBITRATION PETITION NO.57 OF 2004

Arjandas Teckchand Kashyap and ors. ...Petitioners.

Vs.

Jayprakash Khanchand Pamnani & ors. ...Respondents.

Mr.Sanjay Jain i/b. S.K.Srivastava & Co., for Petitioners.

Mr.R.P.Bindra, for Respondents.

CORAM: D.K.DESHMUKH, J.

DATED: 5th May,2006

P.C.:-

1. With reference to the order dated 13.7.2004, the respondent nos. 1,2 and 3 have moved. The clarification that they are seeking that the Court is to clarify what the term “outgoings” means. So far as that aspect of the matter is concerned, it is clear from the order of the Appeal Court dated

1.11.2004 in the Appeal Lodging no.624 of 2004 that the parties had entered into consent terms as to the amount of outgoings and they have by paragraph 2 of the consent terms quantified the amount of outgoings. Therefore, if it is the case of defendant nos. 1, 2 and 3 that the amount of outgoings is wrongly calculated then that situation cannot be remedied by clarifying the order dated 13.7.2004, because so far as that aspect of the matter is concerned, it is covered by the consent terms and consent terms can be clarified or modified only by consent of the parties. The other side has objected, according to the other side no clarification is necessary. Hence, no clarification can be made.